

HAF Signposting Grant Scheme Grant Agreement

This Agreement is dated [complete date on signing]

1. This Agreement is between:

[]
"The Organisation"

AND

Hampshire County Council Children's Services The Castle Winchester SO23 8UJ
"HCC"

Purpose of the Grant

1. HCC has received grant funding from the Department for Education in accordance with the Holiday Activities and Food Scheme to provide holiday activities and food to benefits-eligible children and young people across Hampshire.
2. In accordance with the Guidance, HCC has developed a signposting offer which will enable it to distribute small grant funding in a way that best supports vulnerable families and children across Hampshire. The approach involves HCC allocating funds to third party organisations who successfully apply for funding such as voluntary and charitable sector providers, statutory agencies and social enterprises supporting their local community that provide signposting, advice and guidance services to eligible children and families and would benefit from the grant funding.
3. The Organisation has successfully applied to HCC to be a third-party organisation and HCC will pay the Organisation a grant in the amount set out in Annex A ("**the Grant**") to deliver funding on behalf of HCC in accordance with the terms of this Agreement.
4. Pursuant to section 31(3) and 31(4) of the Local Government Act 2003, HCC has allocated the Grant in the amount set out in Annex A to be paid to the Organisation subject to the conditions in Annex B.

By signing this Agreement, the parties hereby agree to the terms and conditions set out above.

Signed on behalf of the Organisation Name:
Designation:
Signature:
Date:

Signed on behalf of Hampshire County Council Name:
Designation:
Signature:

HAF Signposting Grant Scheme Grant Agreement

Date:

ANNEX A

	Funding (£s)
Grant for Eligible Support	
Funding for Administration Costs	
Total Grant Allocated	

ANNEX B

HAF Signposting Christmas 2022 Grant Conditions

1. In this Annex and Annex C:

“Administration Costs” means the reasonable administration costs incurred by the Organisation in administering the Scheme including staff costs, advertising and publicity to raise awareness of the Scheme, printing application forms, small IT charges, for example, to facilitate record keeping as set out in the Application and approved by HCC.

“the Application” means the application submitted by the Organisation to HCC for the Grant under the Scheme, which includes the Organisation’s proposals for allocation of the Grant and any Administration Costs claimed;

“the Scheme” means the use by the Organisation of as much of the grant money identified in Annex A as it deems necessary to provide Signposting Support over the Period in accordance with the Guidance;

“Child/Children” means any person who was over the age of 4 on 26/7/22 and under the age of 16 on 5/9/2022, in respect of whom Free School Meals are provided during the Period;

“Free School Meals” means free school meals provided to children if their parent or carer receives one or more of the following benefits listed at <https://www.hants.gov.uk/educationandlearning/freeschoolmeals/juniorsecondary>;

“Households with Children” means households in the County of Hampshire which:

(a) includes a Child who:

- Is in receipt of Free School Meals;
- Is eligible for Free School Meals;

“Department” means the Department for Education;

“Period” means the period of time from 17 December 2022 to 2 January 2023;

“Secretary of State” means the Secretary of State for Education;

“Eligible Support” means the use of the Grant by the Organisation in accordance with the Application to fund Signposting;

HAF Signposting Grant Scheme Grant Agreement

2. The Grant is paid to the Organisation to fund the Eligible Support and Administration Costs only.
3. The Organisation must have regard to any guidance issued by HCC, the Department or sources of information and data available to it that may assist in the decision-making regarding the Scheme.

Eligible Support

4. Eligible Support means:
 - (a) Signposting provided by the Organisation or any person acting on behalf of the Organisation, during the Period to Children and Eligible Households, subject to the requirements of clauses 5 and 6; and
 - (b) Any Administration Costs included in the Application and deemed approved by HCC.

Eligibility Criteria

5.1 Under the Determination, HCC has an obligation to ensure that signposting under the Scheme (including signposting provided through Third Party Organisations) will comply with the DfE HAF standard for signposting, as follows: Holiday clubs must be able to provide information, signposting or referrals to other services and support that would benefit the children who attend their provision and their families. This could include sessions provided by, or through commissioned or partner organisations:

- Citizen's Advice
- school nurses, dentists or other healthcare practitioners
- family support services or children's services
- housing support officers
- Jobcentre Plus or projects that seek to support and engage families/and young people into employment or relevant training
- organisations providing financial education, such as food pantries or other local delivery schemes, where budgeting or other financial education is provided to individuals or families
- Health and Wellbeing: we also welcome signposting applications from organisations involved in mental health advice and other service areas of relevance to children and young people and their families and carers.

5.2 By approving the Application, HCC has deemed that the Organisation's proposed targeting of support set out in the Application conforms with the Eligibility Criteria set out in Clause 5.1.

6. The Organisation shall:
 - (a) only provide Signposting in accordance with the proposals contained in the Application (which are deemed and approved by HCC to comply with the Eligibility Criteria set out in Clause 5.1);
 - (b) determine the individual eligibility of the Children and Eligible Households (as identified in the Application) by working with funded Hampshire HAF providers;
 - (c) provide HCC at the end of the Period with a statement confirming that it has used the Grant during the Period in accordance with the Application. If the Organisation identifies any overpayment of Grant or if at the end of the Period the Organisation has not spent all of the

HAF Signposting Grant Scheme Grant Agreement

funding allocated, the Organisation must repay this amount to HCC within 30 days of being asked by HCC.

7. If the Organisation incurs any of the following costs, they must be excluded from Eligible Support:
- a) contributions in kind;
 - b) payments for activities of a political or exclusively religious nature;
 - c) depreciation, amortisation or impairment of fixed assets;
 - d) input VAT reclaimable from HM Revenue & Customs;
 - e) interest payments or service charge payments for finance leases;
 - f) gifts, other than promotional items with a value of no more than £10 in a year to any one person;
 - g) entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations); or
 - h) statutory fines, criminal fines or penalties,

The Organisation must not deliberately incur liabilities for eligible expenditure before there is an operational need for it to do so.

Payment arrangements

7. The Grant will be paid according to the profile attached at Annex C.
8. If at any time the Organisation becomes aware that the above profile no longer reflects the pattern of Eligible Support during the Period, the Organisation must inform HCC as soon as possible. The Organisation acknowledges and accepts that the Secretary of State reserves the right to alter the timing or amount of grant payments accordingly.

Safeguarding

9. The Community Group will ensure that staff working with children and young people are aware of the requirements of the Working Together to Safeguard Children guidance which can be found here: <http://www.workingtogetheronline.co.uk/>
10. Where an allegation has been made against a member of staff, if you are a Community Group based within Hampshire, you must call the Designated Officer/LADO on 01962 876364. If you are not a Hampshire Community Group contact the Designated Officer/LADO for the children's services authority within which your Community Group is based.
11. Additionally, if you have any concerns regarding a child or young person please refer to this guidance which contains contact details: <https://www.hampshirescp.org.uk/report-a-concern/>

Financial management & Risk of Fraud

12. The Organisation must maintain/undertake:
- (a) a sound system of internal financial controls
13. If the Organisation has any grounds for suspecting financial irregularity in the use of any grant paid under this Agreement, it must notify HCC immediately, explain what steps are being taken

HAF Signposting Grant Scheme Grant Agreement

to investigate the suspicion and keep HCC informed about the progress of the investigation. For these purposes “financial irregularity” includes fraud or other impropriety, mismanagement, and the use of grant for purposes other than those for which it was provided.

Records to be kept

14. The Organisation must maintain reliable, accessible and up to date accounting records with an adequate audit trail for all expenditure funded by grant monies under this Agreement, including any Administration Costs.
15. The Organisation acknowledges and accepts that as part of the Scheme, HCC, the Secretary of State or an appropriately qualified independent accountant or auditor may at any time require access to or copies of the accounting records referred to in Clause 12 for the purposes of external validation on the use of the grant by Organisation.
16. The Organisation shall fully co-operate in facilitating any audit/validation request detailed in Clause 13. A report on the performance of the project must be supplied to Hampshire County Council within two weeks of scheme completion.

Protection of Personal Data

17. HCC and the Organisation acknowledge and will comply with their obligations under the relevant Data Protection Legislation in force at the time and shall take account of any guidance issued by the Information Commissioner’s Office.

Breach of Conditions and Recovery of Grant

18. If the Organisation fails to comply with any clause of this Agreement, or if any overpayment is made under this Grant or any amount is paid in error, or if any of the events set out in clause 17 occurs, HCC may reduce, suspend or withhold grant payments (if applicable) or require the repayment of the whole or any part of the grant monies paid, as may be reasonably determined by HCC and notified in writing to the Organisation. Such sum as has been notified will immediately become repayable to HCC.
19. The events referred to in Clause 16 are:
 - a) The Community purports to transfer or assign any rights, interests or obligations arising under this Agreement without the prior agreement of HCC;
 - b) any evidence provided in the Application for the Grant (including the amount and nature of any Administration Costs claimed) is found to be significantly incorrect or incomplete in the opinion of HCC;
 - c) it appears to HCC that other circumstances have arisen or events have occurred that are likely to significantly affect the Organisation’s ability to deliver the Scheme;
 - d) the Organisation is unable to provide reasonable assurance that the records required under clause 15, in all material respects, fairly demonstrates conformance with the proposals set out in the Application; or
 - e) The Organisation fails to provide the confirmation by the date specified in Clause 6(d).

ANNEX C

Payment arrangements

The payment will be made to the Organisation in one installment at the start of the Period.